

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

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McCORMICK & CO., INC.,

07-CV-7244 (SCR)

Plaintiff,

-against-

**DEFENDANT'S INITIAL
DISCLOSURES PURSUANT
TO RULE 26(a)(1)**

KARI-OUT CLUB, LLC,

Defendant.
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The defendant, PERK UP, INC., s/h/a "KARI-OUT CLUB, LLC, t/a KARI-OUT CLUB, CO.", (hereinafter PERK UP), by its attorneys, LEWIS JOHS AVALLONE AVILES, LLP, hereby submits the following initial disclosures pursuant to F.R.C.P. 26(a)(1):

(A) The name and, if known, the address and telephone number of each individual likely to have discoverable information relevant to disputed facts alleged with particularity in the pleadings....

In addition to the individuals identified by plaintiff, defendant, upon information and belief, believes that the following individuals either witnessed the complained of occurrence or may be in possession of discoverable information:

1. Peter Rodriguez - Kari-Out Company ("Kari-Out");
2. Chuck Davis - Kari-Out
3. Steve Saraisky
4. Tim Lynch
5. Victor Sanmartin - Kari-Out
6. Humber Reyes - Kari-Out
7. Ernesto Mazuelos - Kari-Out
8. Santo Rodriguez - Kari-Out
9. Nelson Flores - Kari-Out

At the present time, defendant is not in possession of the last known addresses of Mr. Saraisky or Mr. Lynch. If ascertained, these addresses will be provided.

(B) A copy of, or a description by category and location of all documents, data compilations, and tangible things in the possession, custody, or control of the party and that the disclosing party may use to support its claims or defenses, unless solely for impeachment:

Defendants do not presently possess any such documents.

(C) A computation of any category of damages claimed by the disclosing party...

Defendants are not presently in possession of any documents and/or information upon which any computation of damages could be made.

(D) Insurance coverage information:

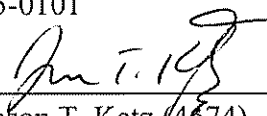
On the date of incident, the defendant was afforded insurance coverage by The Hartford Insurance Company, policy number 16 UUN TG6431, in an amount of \$1,000,000 per occurrence.

The defendant was also afforded coverage pursuant to an Umbrella Liability Policy, policy number 16 RHU AF4082, also with The Hartford Insurance Company, with limits of \$10,000,000.

Defendant reserves the right to amend and/or supplement the foregoing Response as discovery progresses and facts become known.

Dated: Melville, New York
November 6, 2007

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By: 
Jason T. Katz (4674)
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